## U.S. Department of Justice

Washington, DC 20530

## UMB No. 1124-0004; Expires May 31, 2020

# **Exhibit B to Registration Statement** Pursuant to the Foreign Agents Registration Act of

1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seg., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of

Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 205				
1. Name of Registrant	2. Registration No.			
MSLGROUP Americas, Inc. d/b/a Qorvis MSLGROUP d/b/a Qorvis Communications	5483			
3. Name of Foreign Principal				
Kingdom of Saudi Arabia				
Check A	ppropriate Box:			
checked, attach a copy of the contract to this exhibit.	med foreign principal is a formal written contract. If this box is			
foreign principal has resulted from an exchange of corre	nt and the foreign principal. The agreement with the above-named espondence. If this box is checked, attach a copy of all pertinent l which has been adopted by reference in such correspondence.			
contract nor an exchange of correspondence between th	and the foreign principal is the result of neither a formal written e parties. If this box is checked, give a complete description below of standing, its duration, the fees and expenses, if any, to be received.			
7. Describe fully the nature and method of performance of the	above indicated agreement or understanding.			
	nd public relations assistance to the Kingdom of Saudi Arabia for a ional Center for Performance Management event at the United			

	28 U.S.C. § 1746, the		•	CUTION				
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media, and other Saudi Arabia.	members of the U.S	i. public rega	rding pol	cy matters	potentially aff	ecting the i	nterests of 1	the Kingdom of
The registrant cor	ntinues to engage w	vith the U.S. (	ongress,	Executive E				
	such political activit				, the relations,	interests or j	policies to b	e influenced
the footnote below	⁄? Yes ⊠ No	• 🗆					•	
	on behalf of the abov		ncipal inc	lude politic	al activities as	defined in S	ection 1(o)	of the Act and ir
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



July 3, 2018

Dear Mr. Bin Huzaim:

Qorvis Communications ("Qorvis") is delighted to provide event management services to the Kingdom of Saudi Arabia's National Center for Performance Management - ADAA ("Client"). In this letter (the "Agreement"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "yours" refer to Client.

- As part of our Agreement, we will provide services on behalf of Client as described 1. in Exhibit A. These services will be performed in the United States.
- 2. This Agreement will begin on July 3, 2018 and will continue through the date described in Exhibit A. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. You will remain liable for all fees and expenses incurred by Qorvis on your behalf through the date of termination. Such fees and expenses shall include payments prorated on a monthly basis over the term of this Agreement.
- 3. We will bill you as follows:
  - (a)
  - (b)
- will bill you as follows:

  Client will submit payments as described in Exhibit A.

  You will be billed for reasonable administrative expenses incurred by Qorvis, including, but not limited to FedEx or USPS charges.

  Copies of our bills will be sent directly to you and can be remitted by any of the following means:

Electronic Payments: Bank of America Chicago, IL SWIFT: BOFAUS3N ABA: 071-000-039 (ACH only) ABA: 026 009 593 (Fed wire) Acct Mame: MSL GROUP Acct #: 8188107806	Check Payments: MSLGROUP 13273 Collections Center Dr. Chicago, IL 60683	Courier/Express Mail: Bank of America Lockbox Services 13273 Collections Center Dr Chicago, IL 60893
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Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry which Client furnishes to Qorvis. It will be the Client's responsibility to review all advertising, promotional, publicity and other materials prepared by Qorvis under this Agreement to confirm that representations with respect to Client's organization, products, services and industry are accurate and supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions of





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- As part of our Agreement, we will provide services on behalf of Client as described in Exhibit A. These services will be performed in the United States.
- 2. This Agreement will begin on July 3, 2018 and will continue through the date described in Exhibit A. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. You will remain liable for all fees and expenses incurred by Qorvis on your behalf through the date of termination. Such fees and expenses shall include payments prorated on a monthly basis over the term of this Agreement.
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  - (a)
- Client will submit payments as described in Exhibit A.

  You will be billed for reasonable administrative expenses incurred by Qorvis, including, but not limited to FedEx or USPS charges.
  - (c) following means:

Courier/Express Mail: Electronic Payments: **Check Payments:** MSLGROUP Bank of America Bank of America 13273 Collections Center Dr. **Lockbox Services** Chicago, IL 13273 Collections Center Dr. SWIFT: BOFAUS3N Chicago, IL 60693 ABA: 071-000-039 (ACH only) Chicago, IL 60693 ABA: 026 009 593 (Fed wire) Acct Name: MSLGROUP Acct #: 8188107806

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- 12. Neither party may assign, sublicense or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed), except if assignment is to an affiliated entity.
- 13. This Agreement binds and benefits the permitted heirs, successors, and assignees of the parties.
- 14. Neither party shall be liable for any delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from any cause or circumstances whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any event of force majeure. In the event of a force majeure where we cannot provide services hereunder, you shall not be obligated to pay any fees hereunder until such force majeure is over and services hereunder are fully resumed.
- 15. This Agreement and the documents referred to in them will be governed and construed in accordance with the laws of the District of Columbia without regards to any conflicts of law provisions. This Agreement and the documents referred to in it contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of this Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in this Agreement.
- 16. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by email PDF or similar format shall bind the parties to the terms and conditions of this Agreement with the same force and effect as if such facsimile, PDF, or other similar format were an original signed copy of this Agreement.
- 17. Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.
- 18. All notices must be in writing. Any notice to be served on the other party shall be sent by recorded delivery, registered post or fax. Notices sent by registered post or recorded delivery shall be deemed to be served within 72 hours of posting, and by fax within 24 hours if sent to the correct fax address of the addressee.
- Both parties will designate a decision maker who will be tasked with the responsibility of responding to any issues that may arise and to whom all notices will be sent.
- 20. Each party has had the opportunity for counsel to review this Agreement and no presumption shall be made against the drafter of this Agreement.
- 21. IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE FEES

NVS



- 12. Neither party may assign, sublicense or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed), except if assignment is to an affiliated entity.
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#### Exhibit A

Qorvis Communications (Qorvis) will support The National Center for Performance Management (ADAA) in executing its event on July 18-18, 2018 at the UN Millennium Hilton Hotel. The scope of work will include:

- Event Layout and Design Qorvis will meet with hotel staff to conduct a physical walk-through
  of the space, secure room dimensions, freight elevator dimensions, and all loading dock
  requirements in order to develop an event plan and layout. Qorvis will produce a rendering of the
  event space for client approval. Qorvis will also develop an event load-in and load-out schedule
  for hotel approval.
- Secure Audio/Visual and Technology Equipment QMSL will secure the following A/V and technology needs for the Landmark Room exhibit:
  - o 2 55" Touchscreen Monitors on stands (or mounted to wall)
  - o 1 Large vertical Monitor for App presentation
  - o 1 40" TV screen/Monitor for VIP room presentation
  - o 1 Dedicated onsite technician July 16 9am-5pm
  - o Confirm WiFl/Internet service in Landmark
- Design and Build/Create Room Décor Qorvis will design and build the following room décor elements based on existing artwork/content/logos provided by the client:
  - o 1 10 x 10 Step & Repeat photo backdrop
  - 3 Branded, custom-built fabric covered walls as product backdrops
- Furniture Rental Qorvis will secure the following furniture for the event in the Landmark Room:
  - 1 Reception Podium/Counter with 1 chair/stool Sleek in design and featuring client logo
  - 2 small couches for VIP/private room sleek in design, possibly white leather; modern
  - o 1 tail table/stand for VIP/private room to sit TV screen on
  - o 1 communal tabletop or 4 iPad stands for demonstration area
- Guest Giveaways Qorvis will secure 150 branded, eco-friendly giveaway options for client approval; (Giveaway options estimated to cost no more than \$20/each plus set-up charges and shipping charges.) Qorvis will confirm shipping and delivery to hotel ahead of event.
- Project Management & Labor Qurvis will coordinate with necessary hotel and vendor staff for pre-event production, and manage all labor and delivery to hotel for items specified above.

Required from Client: All materials required to produce the wall art, including hi-resolution photos and logos; All iPads, computers, and presentation content required for the event; Reception staff during event hours; Client also responsible for hotel contracts regarding room rental and food/beverage. Timely approval on all plans is requested.

2 10



### Exhibit A

Qorvis Communications (Qorvis) will support The National Center for Performance Management (ADAA) in executing its event on July 16-18, 2018 at the UN Millennium Hilton Hotel. The scope of work will include:

- Event Layout and Design Qorvis will meet with hotel staff to conduct a physical walk-through
  of the space, secure room dimensions, freight elevator dimensions, and all loading dock
  requirements in order to develop an event plan and layout. Qorvis will produce a rendering of the
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  - o 1 Dedicated onsite technician July 16 9am-5pm
  - Confirm WiFl/internet service in Landmark
- Design and Build/Create Room Decor Qorvis will design and build the following room decor elements based on existing artwork/content/logos provided by the client:
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  - 3 Branded, custom-built fabric covered walls as product backdrops
- Furniture Rental Qorvis will secure the following furniture for the event in the Landmark Room:
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  - o 2 small couches for VIP/private room sleek in design, possibly white leather, modern
  - o 1 tall table/stand for VIP/private room to sit TV screen on
  - o 1 communal tabletop or 4 iPad stands for demonstration area
- Guest Giveaways Qorvis will secure 150 branded, eco-friendly giveaway options for client approval; (Giveaway options estimated to cost no more than \$20/each plus set-up charges and shipping charges.) Qorvis will confirm shipping and delivery to hotel ahead of event.
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2 10



Budget: The total cost for all services described above will be \$45,000 USD. This fee includes giveaways as described above as well as all taxes. The fee does not include any hotel charges, including room rental fees, food & beverage charges, or use of the loading dock. Additional equipment, technical services, decor, or giveaways will incur additional charges.

Payment: ADAA agrees to pay Qorvis a deposit of \$10,000 at the start of the agreement, and the final balance of \$35,000 will be due upon the completion of the project.



T (202) 467 6600 F (202) 467 5187 W www.qorvis.com/

1201 Connecticut Ave, NW Suite 500 Washington, DC 20036

September 15, 2017

Ambassador Abdallah AlMouallimi
Permanent Mission of the Kingdom of Saudi Arabia
809 United Nations Plaza #10
New York, NY 10017

Dear Ambassador:

MSLGROUP Americas, Inc., d/b/a Qorvis MSLGROUP ("Qorvis") is delighted to provide public relations and event management services to the Permanent Mission of the Kingdom of Saudi Arabia ("Client"). In this letter (the "Agreement"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

- 1. As part of our Agreement, we will provide services on behalf of Client as described in Exhibit A. These services will be performed in the United States.
- 2. This Agreement will begin on September 15, 2017 and will continue through the date described in Exhibit A. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. You will remain liable for all fees and expenses incurred by Qorvis on your behalf through the date of termination. Such fees and expenses shall include payments prorated on a monthly basis over the term of this Agreement plus approved out-of-pocket expenses.
- 3. We will bill you as follows:
  - (a) Client will submit payments as described in Exhibit A.
  - (b) Qorvis will submit bills for out-of-pocket expenses on a monthly basis. Out-of-pocket expenses include those for travel, production, printing, stock imagery, stock video footage, air and ground charges, accommodations and meals or other significant pass-through costs.
  - (c) You will be billed for reasonable administrative expenses incurred by Qorvis, including, but not limited to, long-distance telephone and conference call charges, photocopying, FedEx charges and general office supplies.
  - (d) Copies of our bills will be sent directly to you and can be remitted by any of the following means:

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ABA: 026 009 593 (Fed wire) Acct Name: MSLGROUP Acct #: 8188107806		oniciago, in occord



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Bank of America	MSLGROUP	Bank of America
Chicago, IL	13273 Collections Center Dr.	Lockbox Services
SWIFT: BOFAUS3N	Chicago, IL 60693	13273 Collections Center Dr.
ABA: 071-000-039 (ACH only)		Chicago, IL 60693
ABA: 026 009 593 (Fed wire)		
Acct Name: MSLGROUP		
Acct #: 8188107806		



T (202) 467 6600 F (202) 467 5187 W www.gorvis.com/

1201 Connecticut Ave, NW Suite 500 Washington, DC 20036

- 12. If you should hire one of our employees who has participated in any services under this Agreement (or a former employee if within six months following employment with Qorvis), we will charge you a finder's fee equal to 20% of the person's first year total compensation with your company.
- 13. Qorvis shall take reasonable care of any property belonging to the Client and made available to Qorvis for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and Qorvis shall not be subject to any other liability for it.
- 14. If any provision of this Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.
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1201 Connecticut Ave. NW/ Suite 500 Washington, DC 20036

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- 14. If any provision of this Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.
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[Remainder of page intentionally left blank.]

The signing parties hereto acknowledge that they have received and reviewed this document's terms and conditions. This Agreement shall become effective upon the signatures of both parties.

Ву:	MSLGROUP Americas, Inc., d/b/a Qorvis MSLGROUP
. /	Mind John
	Michael Petruzzello
	21/09/17
	Date
By:	Permanent Mission of the Kingdom of Saudi Arabia
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•	Ambassador Abdallah AlMouallimi
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By: /	MSLGROUP Americas, Inc., d/b/a Qorvis MSLGROU
	Michael Petruzzello
	21/09/17
	Date
ly:	Permanent Mission of the Kingdom of Saudi Arabia
	Ambassador Abdallah AlMouallimi
	20.9.17



Corvis MSLGroup T (202) 467 6600 F (202) 467 5187 W www.qorvis.com/

1201 Connecticut Ave, NW Suite 500 Washington, DC 20036

1 photographer; All photo files following the event and appro	x. 5
edited photo files immediately after the event for media/soci	
media/website purposes	
Rehearsal Studios Rental	·
2 days, 5 hours per day	\$750
Travel Logistics	
Flights for band (6)	\$10,000
Train for band (1)	\$300
Hotel	\$9,000
(based on average \$450/night x 5 nights x 4 rooms)	
Brochure	
Design	\$2,500
Printing	,
500 copies of 16-page booklet, square page, 7x7 or 8x8	\$3,500
Basmah artwork 65 cm in diameter	\$1,500
Ghada artwork 35x35 cm	\$1,500
Band Fee	\$9,335
Total:	\$236,789

# Timing:

Given that the event is less than two weeks away, we require 50% of the budget to be paid upon signing of the contract. The remainder will be invoiced on or about September 27, 2017.